

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard Syms	07/05/2007
RECEIVING PARTY DATA	
Name:	Imperial College of Science, Technology and Medicine
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City:	London
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12012000
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NAME OF SUBMITTER:	Monique A. Morneault
Total Attachments: 5 source=77095-0030-Assignment 1 and 2#page1.tif source=77095-0030-Assignment 1 and 2#page2.tif source=77095-0030-Assignment 1 and 2#page3.tif source=77095-0030-Assignment 1 and 2#page4.tif source=77095-0030-Assignment 1 and 2#page5.tif	

CH \$40.00 12012000

THIS DEED OF ASSIGNMENT dated 5TH JULY 2007 is between:

- (1) Professor Richard Syms, whose address is 59 Woodstock Avenue, London, W13 9UQ ("Professor Syms");
- (2) Imperial College of Science, Technology and Medicine, whose address is London, SW7 2AZ ("ICSTM"); and
- (3) Imperial Innovations Ltd, whose registered office is at Level 12, Electrical and Electronic Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. In the course of his normal employment duties for ICSTM, Professor Syms has created the Intellectual Property (as defined below). Consequently the Intellectual Property belongs to ICSTM pursuant to section 39 of the Patents Act 1977.
- B. Professor Syms has agreed to assign to ICSTM all his right, title and interest in the Intellectual Property subject to the provisions of this Assignment.
- C. ICSTM has agreed to assign to Innovations all its right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment the following words shall have the following meanings:

Intellectual Property	the Technology and the Patents.
Technology	any and all inventions, technology, materials and know-how relating to the areas described in the attached Schedule and which have been developed by Professor Syms, and all rights in such inventions, technology, materials and know-how.
Patents	the patent applications identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from those listed in the Schedule.

2. Professor Syms warrants that he is the sole creator of the Intellectual Property.

3. Professor Syms agrees and acknowledges that the Intellectual Property was created in the course of his normal duties as an employee of ICSTM and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties and that consequently the Intellectual Property belongs to ICSTM pursuant to section 39 of the Patents Act 1977. To the extent that he owns any rights in the Intellectual Property he assigns such rights to ICSTM under clause 5 below.
4. ICSTM and Professor Syms covenant with Innovations that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than Innovations or ICSTM or otherwise encumbered the Intellectual Property.
5. **Assignment**
 - 5.1 In consideration of the sum of £1 now paid by ICSTM to Professor Syms (the receipt of which Professor Syms hereby acknowledges), Professor Syms hereby assigns and transfers to ICSTM absolutely and with full title guarantee all his right, title and interest in the Intellectual Property.
 - 5.2 In consideration of the sum of £1 now paid by Innovations to ICSTM (the receipt of which ICSTM hereby acknowledges), ICSTM hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, all such right, title and interest as ICSTM may acquire from Professor Syms under clause 5.1 above).
 - 5.3 The assignments effected by this clause 5 shall include, without limitation, the assignment and transfer of:
 - (a) all patents and other intellectual property that may be granted pursuant to the applications listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations-in-part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
 - (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
 - (c) all rights of ownership of any materials that form part of the Intellectual Property, including without limitation any cell-lines, antibodies or other materials.

6. Professor Syms and ICSTM shall each execute such documents and give such assistance as Innovations may require:
 - (a) to secure the vesting in Innovations of all their rights in the Intellectual Property;
 - (b) to uphold Innovations's rights in the Intellectual Property; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
7. Professor Syms and ICSTM hereby irrevocably appoint Innovations as their Attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 6 above.
8. The validity, construction and performance of this Assignment shall be governed by English law, and Professor Syms, ICSTM and Innovations submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

EXECUTED AND DELIVERED AS A DEED by the parties:

Signed as a Deed by Professor Syms in the presence of a witness and delivered upon signature:

R. E. A. Syms
Professor Richard Syms

[Signature]
witness signature

C. S. GRANGE
witness name

3 ARUNDRISTON CLOSE
witness address 1011 CECILIA ST
TW1 2BE.

The Common Seal of Imperial College of)
Science, Technology and Medicine was)
affixed hereto, in the presence of two)
authorised signatories)

Signed [Signature]

Signed [Signature]

Executed and delivered as a Deed by Imperial Innovations Limited acting through two of its Directors:

[Signature]
Director's signature

[Signature]
Director's signature

SCHEDULE

The Patents

Country	Subject	Application date	Application no.
United Kingdom	High Performance Micro-Fabricated Electrostatic Quadrupole Lens	31 st Jan. 2007	GB0701809.6

The Technology

Describes a microfabricated mass analyser comprising a quadrupole electrostatic lens and a Brubaker prefilter.